

Memorandum of Agreement for Copier Services Document Automation & Production Service Washington D.C. Office

This Memorandum of Agreement defines the responsibilities of the Document Automation & Production Service (DAPS) and the Customer Command for the provision of copiers and multi-functional devices (MFDs) under the DAPS Equipment Management Solutions (EMS) Program.

DAPS Value Added Services under the EMS Program include: document production needs analysis, market research, economical pricing under DAPS Blanket Purchase Agreements and GSA schedules, technical evaluation of vendor proposals, contracting/purchasing of copier equipment (including award and administration), management of copier/MFD programs, and financial analysis of copier costs

DAPS Responsibilities

DAPS agrees to serve as the contracting agent for EMS Program services. The contractual agreements that provide copiers/MFD's to the Customer Command include 36/48/60 month Lease to Own, Cost per Copy, Flat Rate Rental, and Best Value Lease plans.

DAPS agrees to provide timely and aggressive contract administration and to apply contractual remedies, up to and including termination for cause, when circumstances warrant.

DAPS agrees to bill the Customer Command on a monthly basis for all actual or estimated copier costs/services provided during that period. As a Working Capital Fund, DAPS is chartered for total cost recovery and is authorized to recover its operating expenses in accordance with current regulations. DAPS will notify the Customer Command when there is an increase or decrease of the DAPS operating expenses at the start of each fiscal year.

Customer Responsibilities

The Customer Command agrees to provide funding for the first year performance period and agrees to budget for this requirement in its out years for the duration of the 36/48/60 month contract plan (Lease to Own, Cost per Copy, Flat Rate Rental, Best Value Lease).

The Customer Command agrees to be responsible for applicable cancellation penalties, unless circumstances justify a waiver of those penalties. Premature cancellation of the agreement (including failure to provide funding for second or subsequent performance periods of the contract plan) will result in cancellation penalties in accordance with the vendor's GSA schedule. Cancellation penalties are generally waived if Congress fails to appropriate sufficient funds for the command's copier/MFD requirement or if the command is disestablished.

The Customer Command agrees to provide DAPS with timely and complete documentation when expectations are not met and when any problems occur regarding the copiers under contract through DAPS.

Term of Agreement.

This MOA shall remain in effect as long as copier equipment/support services are in place that are part of the arrangement under this MOA. This agreement is effective upon signing by the Customer Command and DAPS and will apply for the length of the copier contract lease.

Customer Command: _____

Command Representative Signature

Date

DAPS Washington D.C. Office Signature

Date